

NO LOSB REQUIRED

**Shelby County
LOS B Program**

LOS B FORM A

CERTIFICATION OF EFFORTS TO ACHIEVE LOSB PARTICIPATION

(To Be Submitted with the Bid/Proposal)

Company Name: APAC-Tennessee, Inc.
Bid No.: RFP#10-008-13

I certify that the following efforts were made to achieve LOSB participation:

YES

NO

A	Provided written notices to LOSB's who have the capability to perform the work of the contract or provide the service		
B	Direct mailing, electronic mailing, facsimile or telephone requests		
C	Provided interested LOSB's with adequate information about plans, requirements and specifications of the contract in a timely manner to assist them in responding to a solicitation		
D	Allowed LOSB's the opportunity to review bid specifications, blue prints and all other bid/RFP related items at no charge, and allowed sufficient time for review prior to the bid deadline		
E	Acted in good faith with interested LOSB's, and did not reject LOSB's as unqualified or unacceptable without sound reasons based on a thorough investigation of their capabilities		
F	Did not impose unrealistic conditions of performance on LOSB's seeking subcontracting opportunities		

Additionally, I contacted the referenced LOSB's and requested a bid/proposal. The responses I received were as follows:

Name and Address of LOSB	Type of Work And Contract Items, Supplies or Services to be Performed	Response	Reason for Not Accepting Bid/Proposal

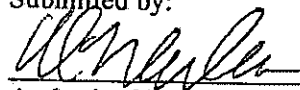
(If additional space is required this form may be duplicated)

If applicable, please complete the following:

I hereby certify that LOSB's were "Unavailable" as defined in the LOSB Program to submit bids to provide goods and services for this RFP/Bid's purpose.

Reasons for the "Unavailability":

Submitted by:



Authorized Representative Signature

Matthew B. Carden
Vice President

Title

Date

9/14/09

NO LOSB REQUIRED

**Shelby County
LOS B Program**

LOS B FORM B

**LOS B UTILIZATION PLAN
(To Be Submitted with the Bid/Proposal)**

Company: APAC-Tennessee, Inc.
Bid No.: RFP#10-008-13

I, Matthew B. Carden
Vice President, do certify that on the following procurement
opportunity,

RFP#10-008-13 (Contractor), the following LOSB's will be utilized as sub-contractors,
suppliers,

(Opportunity)
or to provide professional services:

Name	Description of Work	Contract Value	LOS B Number

(If additional space is needed this form may be duplicated)

TOTAL CONTRACT VALUE: _____
TOTAL % OF LOSB PARTICIPATION: _____

The successful bidder/proposer is required to finalize and submit this form prior to award of a contract. Joint Venture Agreements, partnering agreements and all pertinent information must be presented prior to contract award. This information will be incorporated into the contract and will become a contractual obligation of the successful bidder/proposer. The finalized LOSB Form B shall not be changed or altered after award of a contract without approval from Shelby County. The successful bidder/proposer is required to provide written notice describing the reasons for the change to Shelby County to obtain approval of any changes to LOSB Form B.

Submitted by: *Matthew B. Carden*
Authorized Representative Signature
Matthew B. Carden
Title Vice President
Date 9/14/09

NO LOSB REQUIRED

Shelby County
LOS B Program

LOS B FORM C

STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR OR
PROVIDE SUPPLIES OR SERVICES
(To Be Submitted Prior to Contract Award)

Company Name: APAC-Tennessee, Inc.
Bid No.: _____

I, Matthew B. Carden
Vice President
(Subcontractor/Provider), intend to provide supplies or services in connection with the
above bid/proposal request as a LOSB.

I am prepared to perform a "Commercially Useful Function" in connection with the above project.

The following are the work items to be performed:

at the following price: \$ _____.

If applicable, please complete the following:

I have or will enter into a formal agreement with _____ for the above-
(Company)
described scope of work, supplies or services conditioned upon the execution of a contract
with Shelby County.

I hereby certify that this statement is true and correct:

Business Information:

Business: APAC-TENNESSEE, INC.
POST OFFICE BOX 13427
Address: MEMPHIS, TN 38113-0427

Phone: 901-947-5600
Facsimile: 901-947-5699

Submitted by:

Matthew B. Carden
Authorized Representative (Print)
Matthew B. Carden
Title Vice President

Authorized Representative's Signature
Matthew B. Carden
Date 9/14/09

Equal Opportunity Compliance

Company Details

Bid Number: I1000813 **ASPHALT RESURFACING PROGRAM**

Company Name: Apac-Tennessee, Inc.

CID: 17488

Other name (DBA):

Vendor Number:

Owner Code:

WM

Company Type:

Contractor

Commodity: Heavy Highway Construction

Firm Type: Division

Certified: Eoc-Cc-499-029 National Standards

County: National, SM: 27.20%

Phone: 901-947-5600

Fax:

EMail:

KnowAs:

EnteredBy:

Additional Notes:

DateEntered:

EditBy: Enter

DateEdit:

Compliance History

Compliance Date 07/21/2009

☐ Compliance

Compliance Code A

☐ Certificate

EOC Number: EOC-C-0110-15319

Number:

Last Edited By: doris.vester

Percent:

Date Last Edited: 7/21/2009

Expires: 1/31/2010

Current

Status:

Survey Number: 0

Compliance Date 02/10/2009

☐ Compliance

Compliance Code A

☐ Certificate

EOC Number: EOC-C-0809-14238

Number:

Last Edited By: doris.vester

Percent:

Date Last Edited: 2/10/2009

Expires: 8/31/2009

Expired

Status:

Survey Number: 0

Compliance Date 07/08/2008

☐ Compliance

Compliance Code A

☐ Certificate

EOC Number: EOC-C-0109-13126

Number:

Last Edited By: doris.vester

Percent:

Date Last Edited: 7/8/2008

Expires: 1/31/2009

Expired

Status:

Survey Number: 0

RECEIVED
09 SEP 21 AM 8:26
PURCHASING DEPT

Equal Opportunity Compliance

Company Details

Bid Number: I1000813 **ASPHALT RESURFACING PROGRAM**

Company Name: Apac-Tennessee, Inc.

CID: 17488

Compliance Date 12/10/2007 ☐ Compliance

Compliance Code A ☐ Certificate

EOC Number: EOC-C-0608-12172

Number: **Last Edited By:** doris.vester

Percent: **Date Last Edited:** 12/10/2007

Expires: 6/30/2008 **Expired**

Status:

Survey Number: 0

Compliance Date 05/07/2007 ☐ Compliance

Compliance Code A ☐ Certificate

EOC Number: EOC-C-1107-11219

Number: **Last Edited By:** doris.vestermickens

Percent: **Date Last Edited:** 5/7/2007

Expires: 11/30/2007 **Expired**

Status:

Survey Number: 0

Compliance Date 09/29/2006 ☐ Compliance

Compliance Code B ☐ Certificate

EOC Number: EOC-C-0307-10387

Number: **Last Edited By:** doris.vestermickens

Percent: **Date Last Edited:** 9/29/2006

Expires: 3/31/2007 **Expired**

Status:

Survey Number: 0

Compliance Date 03/16/2006 ☐ Compliance

Compliance Code C ☐ Certificate

EOC Number: EOC-C-0906-09810

Number: **Last Edited By:** doris.vestermickens

Percent: **Date Last Edited:** 3/16/2006

Expires: 9/30/2006 **Expired**

Status:

Survey Number: 0

Equal Opportunity Compliance

Company Details

Bid Number: I1000813 **ASPHALT RESURFACING PROGRAM**

Company Name: Apac-Tennessee, Inc.

CID: 17488

Compliance Date 09/06/2005 ☐ Compliance

Compliance Code C ☐ Certificate

EOC Number: EOC-C-0306-09342

Number: **Last Edited By:** dmickens

Percent: **Date Last Edited:** 9/6/2005

Expires: 3/31/2006 **Expired**

Status:

Survey Number: 0

Compliance Date 03/04/2005 ☐ Compliance

Compliance Code C ☐ Certificate

EOC Number: EOC-C-0905-08707

Number: **Last Edited By:** dmickens

Percent: **Date Last Edited:** 3/4/2005

Expires: 9/30/2005 **Expired**

Status:

Survey Number: 0

Compliance Date 07/12/2004 ☐ Compliance

Compliance Code B ☐ Certificate

EOC Number: EOC-C-0105-08024

Number: **Last Edited By:** dmickens

Percent: **Date Last Edited:** 7/12/2004

Expires: 1/31/2005 **Expired**

Status:

Survey Number: 0

Compliance Date 12/02/2003 ☐ Compliance

Compliance Code A ☐ Certificate

EOC Number: EOC-C-0604-07268

Number: **Last Edited By:** dmickens

Percent: **Date Last Edited:** 12/2/2003

Expires: 6/30/2004 **Expired**

Status:

Survey Number: 0

Equal Opportunity Compliance

Company Details

Bid Number: I1000813 **ASPHALT RESURFACING PROGRAM**

Company Name: Apac-Tennessee, Inc.

CID: 17488

Compliance Date 05/20/2003 ☒ **Compliance**

Compliance Code B ☒ **Certificate**

EOC Number: EOC-CC-1103-06063

Number: **Last Edited By:** Dmickens

Percent: **Date Last Edited:** 5/20/2003

Expires: 11/30/2003 **Expired**

Status:

Survey Number: 5847

Contacts:

Contact First Name: **Active Contact**

Contact Last Name: **Entered By:**

Contact Title: MICHELLE COLETTA, H.R. MGR. **Date Entered:**

Contact Phone: 9019475600 **Last Edited By:**

Contact Date: 02/22/2005 **Edit Date:**

Contact Notes:

Contact First Name: **Inactive Contact**

Contact Last Name: **Entered By:**

Contact Title: CYNTHIA ROBINSON, H.R. REP. **Date Entered:**

Contact Phone: 9019475600 **Last Edited By:**

Contact Date: 12/01/2003 **Edit Date:**

Contact Notes:

Contact First Name: **Inactive Contact**

Contact Last Name: **Entered By:** Legacy Data

Contact Title: **Date Entered:** 8/17/2003

Contact Phone: **Last Edited By:**

Contact Date: 04/07/1999 **Edit Date:**

Contact Notes: *PARENT CO.: OLDCASTLE MATERIALS, INC.
900 ASHWOOD PKWY.
ATLANTA, GA 30338
DeKALB COUNTY
(770)392-5300

Mailing Addresses:

Address: 1210 Harbor Avenue

MailCity: Memphis

ST: Tn **Zip:** 38113

County:

Inactive Mailing Address

Entered By: Legacy Data **Last Edited By:**

Date Entered: 8/17/2003 **Edit Date:**

Equal Opportunity Compliance

Company Details

Bid Number: I1000813 **ASPHALT RESURFACING PROGRAM**

Company Name: Apac-Tennessee, Inc.

CID: 17488

Mailing Addresses:

Address: P.O. Box 13427

MailCity: Memphis

ST: Tn **Zip:** 38113-0427

County:

Active Mailing Address

Entered By: Legacy Data

Last Edited By:

Date Entered: 8/17/2003

Edit Date:

Equal Opportunity Compliance

Company Details

Bid Number: I1000813 **ASPHALT RESURFACING PROGRAM**

Company Name: Apac-Tennessee, Inc.

CID: 17488

Survey	Job Description	Sex	African American	Indian/ Alaskan	Asian	Hispanic	White
15492	Craftworkers (Skilled)	Male	0	0	0	2	4
15492	Laborers (Unskilled)	Male	11	0	0	27	10
15492	Laborers (Unskilled)	Female	0	0	0	0	1
15492	Office And Clerical	Male	0	0	0	0	1
15492	Office And Clerical	Female	0	0	0	0	9
15492	Officials And Managers	Male	0	0	0	2	34
15492	Officials And Managers	Female	0	0	0	0	2
15492	Operatives (Semi-Skilled)	Male	39	0	0	23	78
15492	Operatives (Semi-Skilled)	Female	2	0	0	0	3
15492	Professionals	Male	0	0	0	2	10
15492	Professionals	Female	1	0	0	0	1
15492	Sales Workers	Male	0	0	0	0	2
15492	Service Workers	Male	1	0	0	0	0
15492	Technicians	Male	0	0	0	0	6

Equal Opportunity Compliance

Company Details

Bid Number: I1000813 **ASPHALT RESURFACING PROGRAM**

Company Name: Lehman-Roberts Company **CID:** 17167

Other name (DBA):
Vendor Number: **Owner Code:** WM **Company Type:** Contractor
Commodity: Asphalt Paving
Firm Type: Independent
Certified: Eoc-Cc-299-028
County: MEMPHIS-TN-AR-MS, TN: 42.90%
Phone: 901-774-4000 **Fax:** **EMail:**
KnowAs: **EnteredBy:**
Additional Notes: *other Name:lehman-Roberts Company, Inc. **DateEntered:**
 EditBy: Doris
 DateEdit:

Compliance History

Compliance Date 09/17/2009 ☐ Compliance
Compliance Code A ☐ Certificate
EOC Number: EOC-C-0310-15715
Number: **Last Edited By:** doris.vester
Percent: **Date Last Edited:** 9/17/2009
Expires: 3/31/2010 **Current**
Status:
Survey Number: 0

Compliance Date 04/02/2009 ☐ Compliance
Compliance Code A ☐ Certificate
EOC Number: EOC-C-1009-14620
Number: **Last Edited By:** doris.vester
Percent: **Date Last Edited:** 9/17/2009
Expires: 9/16/2009 **Expired**
Status:
Survey Number: 0

Compliance Date 08/20/2008 ☐ Compliance
Compliance Code A ☐ Certificate
EOC Number: EOC-C-0209-13336
Number: **Last Edited By:** doris.vester
Percent: **Date Last Edited:** 8/20/2008
Expires: 2/28/2009 **Expired**
Status:
Survey Number: 0

Equal Opportunity Compliance

Company Details

Bid Number: I1000813 ASPHALT RESURFACING PROGRAM

Company Name: Lehman-Roberts Company

CID: 17167

Compliance Date 02/18/2008 ☐ Compliance

Compliance Code A ☐ Certificate

EOC Number: EOC-C-0808-12405

Number: Last Edited By: doris.vester

Percent: Date Last Edited: 2/18/2008

Expires: 8/31/2008 Expired

Status:

Survey Number: 0

Compliance Date 08/09/2007 ☐ Compliance

Compliance Code A ☐ Certificate

EOC Number: EOC-C-0208-11708

Number: Last Edited By: doris.vester

Percent: Date Last Edited: 8/9/2007

Expires: 2/29/2008 Expired

Status:

Survey Number: 0

Compliance Date 02/07/2007 ☐ Compliance

Compliance Code A ☐ Certificate

EOC Number: EOC-C-0807-10752

Number: Last Edited By: doris.vestermickens

Percent: Date Last Edited: 2/7/2007

Expires: 8/31/2007 Expired

Status:

Survey Number: 0

Compliance Date 08/16/2006 ☐ Compliance

Compliance Code A ☐ Certificate

EOC Number: EOC-C-0207-10283

Number: Last Edited By: doris.vestermickens

Percent: Date Last Edited: 8/16/2006

Expires: 2/28/2007 Expired

Status:

Survey Number: 0

Equal Opportunity Compliance

Company Details

Bid Number: I1000813 **ASPHALT RESURFACING PROGRAM**

Company Name: Lehman-Roberts Company

CID: 17167

Compliance Date 02/06/2006 ☐ Compliance
Compliance Code A ☐ Certificate
EOC Number: EOC-C-0806-09728
Number: Last Edited By: Doris.VesterMicken
Percent: Date Last Edited: 2/6/2006
Expires: 8/31/2006 Expired
Status:
Survey Number: 0

Compliance Date 08/08/2005 ☐ Compliance
Compliance Code A ☐ Certificate
EOC Number: EOC-C-0206-09268
Number: Last Edited By: dmickens
Percent: Date Last Edited: 8/8/2005
Expires: 2/28/2006 Expired
Status:
Survey Number: 0

Compliance Date 02/09/2005 ☐ Compliance
Compliance Code A ☐ Certificate
EOC Number: EOC-C-0805-08667
Number: Last Edited By: dmickens
Percent: Date Last Edited: 2/9/2005
Expires: 8/31/2005 Expired
Status:
Survey Number: 0

Compliance Date 08/02/2004 ☐ Compliance
Compliance Code A ☐ Certificate
EOC Number: EOC-C-0205-08164
Number: Last Edited By: dmickens
Percent: Date Last Edited: 8/2/2004
Expires: 2/28/2005 Expired
Status:
Survey Number: 0

Equal Opportunity Compliance

Company Details

Bid Number: I1000813 **ASPHALT RESURFACING PROGRAM**

Company Name: Lehman-Roberts Company

CID: 17167

Compliance Date 02/23/2004 ☐ Compliance

Compliance Code A ☐ Certificate

EOC Number: EOC-C-0804-07503

Number: **Last Edited By:** dmickens

Percent: **Date Last Edited:** 2/23/2004

Expires: 8/31/2004 **Expired**

Status:

Survey Number: 0

Compliance Date 08/11/2003 ☒ Compliance

Compliance Code A ☒ Certificate

EOC Number: EOC-CC-0204-06374

Number: **Last Edited By:** Dmickens

Percent: **Date Last Edited:** 8/11/2003

Expires: 2/29/2004 **Expired**

Status:

Survey Number: 6172

Compliance Date 02/17/2003 ☒ Compliance

Compliance Code A ☒ Certificate

EOC Number: EOC-CC-0803-05705

Number: **Last Edited By:** Dmickens

Percent: **Date Last Edited:** 2/17/2003

Expires: 8/31/2003 **Expired**

Status:

Survey Number: 5464

Compliance Date ☐ Compliance

Compliance Code ☐ Certificate

EOC Number: No Eoc

Number: 0 **Last Edited By:** Tdn

Percent: 0 **Date Last Edited:** 1/29/1997

Expires: **Current**

Status: Complete

Survey Number:

Contacts:

Equal Opportunity Compliance

Company Details

Bid Number: I1000813 **ASPHALT RESURFACING PROGRAM**

Company Name: Lehman-Roberts Company

CID: 17167

Contact First Name:

Active Contact

Contact Last Name:

Entered By: Legacy Data

Contact Title: DAVID A. REEVES, H.R.

Date Entered: 8/17/2003

Contact Phone: 9017744000

Last Edited By:

Contact Date: 02/01/1999

Edit Date:

Contact Notes:

Contact First Name:

Inactive Contact

Contact Last Name:

Entered By:

Contact Title:

Date Entered:

Contact Phone:

Last Edited By:

Contact Date: 04/02/2009

Edit Date:

Contact Notes: *SUBS, ETC.: MEMPHIS STONE & GRAVEL COMPANY -
SISTER COMPANY P.O. BOX 1683 MPHS., TN 38101
901-774-7874

Mailing Addresses:

Address: P O Box 1603

MailCity: Memphis

ST: Tn **Zip:** 38101

County:

Inactive Mailing Address

Entered By: Legacy Data

Last Edited By:

Date Entered: 8/17/2003

Edit Date:

Address: 1111 Wilson St

MailCity: Memphis

ST: TN **Zip:** 38106

County:

Active Mailing Address

Entered By: Legacy Data

Last Edited By:

Date Entered: 8/17/2003

Edit Date:

Equal Opportunity Compliance

Company Details

Bid Number: I1000813 ASPHALT RESURFACING PROGRAM

Company Name: Lehman-Roberts Company

CID: 17167

Survey	Job Description	Sex	African American	Indian/ Alaskan	Asian	Hispanic	White
15927	Craftworkers (Skilled)	Male	8	0	0	2	29
15927	Laborers (Unskilled)	Male	49	0	0	9	15
15927	Laborers (Unskilled)	Female	2	0	0	0	0
15927	Office And Clerical	Male	0	0	0	0	3
15927	Office And Clerical	Female	1	0	0	0	5
15927	Officials And Managers	Male	3	0	0	0	7
15927	Operatives (Semi-Skilled)	Male	54	0	0	3	45
15927	Professionals	Male	1	0	0	0	2
15927	Professionals	Female	0	0	0	0	1
15927	Technicians	Male	1	0	0	0	6

Equal Opportunity Compliance

Company Details

Bid Number: I1000813 **ASPHALT RESURFACING PROGRAM**

Company Name: Standard Construction Co., Inc.

CID: 17287

Other name (DBA):

Vendor Number:

Owner Code:

WM

Company Type:

Contractor

Commodity: Asphalt Paving

Firm Type: Independent

Certified: Eoc-Cc-399-028

County: MEMPHIS-TN-AR-MS, TN: 42.90%

Phone: 901-754-5181

Fax:

EMail:

KnowAs:

EnteredBy:

Additional Notes:

DateEntered:

EditBy: Doris

DateEdit:

Compliance History

Compliance Date 04/14/2009

☐ Compliance

Compliance Code A

☐ Certificate

EOC Number: EOC-C-1009-14690

Number:

Last Edited By: doris.vester

Percent:

Date Last Edited: 4/14/2009

Expires: 10/31/2009

Current

Status:

Survey Number: 0

Compliance Date 10/17/2008

☐ Compliance

Compliance Code A

☐ Certificate

EOC Number: EOC-C-0409-13613

Number:

Last Edited By: doris.vester

Percent:

Date Last Edited: 10/17/2008

Expires: 4/30/2009

Expired

Status:

Survey Number: 0

Compliance Date 04/08/2008

☐ Compliance

Compliance Code A

☐ Certificate

EOC Number: EOC-C-1008-12651

Number:

Last Edited By: doris.vester

Percent:

Date Last Edited: 4/8/2008

Expires: 10/31/2008

Expired

Status:

Survey Number: 0

Equal Opportunity Compliance

Company Details

Bid Number: I1000813 **ASPHALT RESURFACING PROGRAM**

Company Name: Standard Construction Co., Inc.

CID: 17287

Compliance Date 10/18/2007 ☐ Compliance

Compliance Code A ☐ Certificate

EOC Number: EOC-C-0408-11985

Number: **Last Edited By:** doris.vester

Percent: **Date Last Edited:** 10/18/2007

Expires: 4/30/2008 **Expired**

Status:

Survey Number: 0

Compliance Date 04/02/2007 ☐ Compliance

Compliance Code A ☐ Certificate

EOC Number: EOC-C-1007-11007

Number: **Last Edited By:** doris.vestermickens

Percent: **Date Last Edited:** 4/2/2007

Expires: 10/31/2007 **Expired**

Status:

Survey Number: 0

Compliance Date 10/12/2006 ☐ Compliance

Compliance Code A ☐ Certificate

EOC Number: EOC-C-0407-10424

Number: **Last Edited By:** doris.vestermickens

Percent: **Date Last Edited:** 10/12/2006

Expires: 4/30/2007 **Expired**

Status:

Survey Number: 0

Compliance Date 04/13/2006 ☐ Compliance

Compliance Code A ☐ Certificate

EOC Number: EOC-C-1006-09903

Number: **Last Edited By:** doris.vestermickens

Percent: **Date Last Edited:** 4/13/2006

Expires: 10/31/2006 **Expired**

Status:

Survey Number: 0

Equal Opportunity Compliance

Company Details

Bid Number: I1000813 **ASPHALT RESURFACING PROGRAM**

Company Name: Standard Construction Co., Inc.

CID: 17287

Compliance Date 10/07/2005 ☐ Compliance

Compliance Code A ☐ Certificate

EOC Number: EOC-C-0406-09427

Number: **Last Edited By:** dmickens

Percent: **Date Last Edited:** 10/7/2005

Expires: 4/30/2006 **Expired**

Status:

Survey Number: 0

Compliance Date 04/07/2005 ☐ Compliance

Compliance Code A ☐ Certificate

EOC Number: EOC-C-1005-08853

Number: **Last Edited By:** dmickens

Percent: **Date Last Edited:** 4/7/2005

Expires: 10/31/2005 **Expired**

Status:

Survey Number: 0

Compliance Date 10/28/2004 ☐ Compliance

Compliance Code A ☐ Certificate

EOC Number: EOC-C-0405-08407

Number: **Last Edited By:** dmickens

Percent: **Date Last Edited:** 10/28/2004

Expires: 4/30/2005 **Expired**

Status:

Survey Number: 0

Compliance Date 04/07/2004 ☐ Compliance

Compliance Code A ☐ Certificate

EOC Number: EOC-C-1004-07712

Number: **Last Edited By:** dmickens

Percent: **Date Last Edited:** 4/7/2004

Expires: 10/31/2004 **Expired**

Status:

Survey Number: 0

Equal Opportunity Compliance

Company Details

Bid Number: I1000813 **ASPHALT RESURFACING PROGRAM**

Company Name: Standard Construction Co., Inc.

CID: 17287

Compliance Date 09/10/2003 ☐ Compliance

Compliance Code A ☐ Certificate

EOC Number: EOC-C-0304-07049

Number: **Last Edited By:** dmickens

Percent: **Date Last Edited:** 9/10/2003

Expires: 3/31/2004 **Expired**

Status:

Survey Number: 0

Compliance Date 03/19/2003 ☒ Compliance

Compliance Code A ☒ Certificate

EOC Number: EOC-CC-0903-05838

Number: **Last Edited By:** Dmickens

Percent: **Date Last Edited:** 3/19/2003

Expires: 9/30/2003 **Expired**

Status:

Survey Number: 5582

Contacts:

Contact First Name:

Active Contact

Contact Last Name:

Entered By: Legacy Data

Contact Title: HERBERT McDADE HUNT, V. PRES.

Date Entered: 8/17/2003

Contact Phone: 9017545181

Last Edited By:

Contact Date: 03/01/1999

Edit Date:

Contact Notes:

Mailing Addresses:

Address: P. O. Box 38289

MailCity: Germantown

ST: Tn **Zip:** 38183

County:

Active Mailing Address

Entered By: Legacy Data

Last Edited By:

Date Entered: 8/17/2003

Edit Date:

Equal Opportunity Compliance

Company Details

Bid Number: I1000813 **ASPHALT RESURFACING PROGRAM**

Company Name: Standard Construction Co., Inc.

CID: 17287

Survey	Job Description	Sex	African American	Indian/ Alaskan	Asian	Hispanic	White
14799	Craftworkers (Skilled)	Male	8	0	0	2	17
14799	Craftworkers (Skilled)	Female	0	0	0	0	1
14799	Laborers (Unskilled)	Male	2	0	0	0	2
14799	Office And Clerical	Male	0	0	0	0	2
14799	Office And Clerical	Female	0	0	0	0	3
14799	Officials And Managers	Male	2	0	0	0	16
14799	Officials And Managers	Female	0	0	0	0	2
14799	Operatives (Semi-Skilled)	Male	24	0	0	4	10
14799	Operatives (Semi-Skilled)	Female	0	0	0	0	4

POWER OF ATTORNEY

TRAVELERS 

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 219946

Certificate No. 003021020

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Joseph Madden III, Richard L. Powell, Ric Stallings, and Mark Harris

of the City of Memphis, State of Tennessee, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 30th day of April, 2008

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: 

George W. Thompson, Senior Vice President

On this the 30th day of April, 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2011.




 Marie C. Tetreault, Notary Public

AN ORIGINAL AND 1 COPY OF THIS FORM MUST BE SUBMITTED

1. Department Requesting Services: ROADS & BRIDGES DEPARTMENT

2. Preparer's Name, Telephone #, and E-Mail Address:
CINDY KIRKLAND 379-4419 CINDY.KIRKLAND@CO.SHELBY.TN.US

3. DESCRIPTION OF ITEM TO BE PURCHASED, BUILT, OR SERVICE TO BE PROVIDED:
2009-10 Asphalt Resurfacing Program

4. NAME, ADDRESS, VENDOR NUMBER/CONSULTANT/AGENCY WHICH SHELBY COUNTY WILL BE CONTRACTING:
STANDARD CONSTRUCTION COMPANY

P.O. BOX 38289
GERMANTOWN, TN 38183
VENDOR NO. 68970

5. COST OF ITEM OR SERVICE REQUESTED: \$1,814,582.50

6. TERM OF PROPOSED CONTRACT/AGREEMENT: 90 CALENDAR DAYS

7. FUND, ORG, AND ACCOUNT NUMBER (13 DIGITS) **FOR MULTIPLE ACCOUNTS, PLEASE SPECIFY DOLLAR AMOUNT FOR EACH**
071-301003-7024, ROAD DEPARTMENT ROAD RESURFACNG CONTRACT
COMMODITY CODE:

9. VENDOR/CONSULTANT/AGENCY SELECTED BY (CHECK ONE):
PLEASE ATTACH APPROVAL DOCUMENTS

a. X Bid/RFP Process - # & Date RFP #10-008-13 - BID DATE 09-14-09
b. _____ Emergency/Sole Source

10. LOSB/MBE INFORMATION: Please check the appropriate description

_____ MBE (MINORITY OWNED BUSINESS ENTERPRISE)
 MALE FEMALE
_____ WBE (WOMEN OWNED BUSINESS ENTERPRISE)
_____ LOSB (LOCALLY OWNED SMALL BUSINESS)
 ANNUAL SALES DOES NOT EXCEED \$3 MILLION
_____ N/A

11. SPECIAL INSTRUCTIONS (ROUTING, FUNDING, BUDGET TRANSFER IN PROCESS)

REVIEWED AND APPROVED BY:

Charles Wood 9-28-09
DEPARTMENT HEAD DATE

DIVISION DIRECTOR DATE

Kirkland, Cindy

From: Fowler, Nelson
Sent: Monday, September 14, 2009 4:03 PM
To: Kirkland, Cindy
Subject: FW: Scan from Purchasing

Attachments: SKMBT_50009091410340.pdf



SKMBT_500090914
10340.pdf (2 MB...

Ms. Kirkland,

Attached is RFP # 10-08-13, "2009-2010 Asphalt Surfacing Program". Three bids were received and the lowest bid was submitted by Standard Construction Company.

Please review the attached bids and return your recommendations based on the most responsive bid submitted.

Thank you,

Nelson Fowler

-----Original Message-----

From: purch_bizhub500@shelbycountyttn.gov [mailto:purch_bizhub500@shelbycountyttn.gov]
Sent: Monday, September 14, 2009 11:35 AM
To: Fowler, Nelson
Subject: Scan from Purchasing

Please do not reply to this message.

GRATUITY DISCLOSURE FORM

Shelby County Ethics Commission

INSTRUCTIONS: This form is for all persons receiving any Shelby County Government contract, land use approval or financial grant money to report any gratuity that has been given, directly or indirectly, to any elected official, employee or appointee (including their spouses and immediate family members) who is involved in the decision regarding the contract, land use approval, or financial grant of money.

1. NAME

Standard Construction Company, Inc.

2. DATE OF GRATUITY

None

3. NATURE AND PURPOSE OF THE GRATUITY

N/A

4. NAME OF THE OFFICIAL, EMPLOYEE, APPOINTEE, OR FAMILY MEMBER WHO RECEIVED THE GRATUITY

N/A

5. NAME OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

N/A

6. ADDRESS OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

N/A

7. DESCRIPTION OF THE GRATUITY

N/A

8. COST OF THE GRATUITY (If cost is unknown and not reasonably discernible by the person giving the gratuity, then the person giving the gratuity shall report a good faith estimate of the cost of the gratuity.)

N/A

9. The information contained in this Gratuity Disclosure Form, and any supporting documentation or materials referenced herein or submitted herewith, is true and correct to the best of my knowledge, information and belief and affirm that I have not given, directly or indirectly, any gratuity to any elected official, employee or appointee (including spouse and immediate family members) that has not been disclosed and I affirm that I have not violated the provisions of the Shelby County Government Code of Ethics.

Clifton S. Hunt
Signature

September 17, 2009
Date

Clifton S. Hunt
Print Name

A copy of your completed form will be placed on the Shelby County Internet website.

CONTRACT
by and between
SHELBY COUNTY GOVERNMENT
and
STANDARD CONSTRUCTION CO., INC.
2009-2010 Asphalt Resurfacing Program

This contract (the "Contract") entered into this ____ day of ____, 2009, and between SHELBY COUNTY GOVERNMENT, hereinafter referred to as "COUNTY" and STANDARD CONSTRUCTION CO., INC., hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, the COUNTY has the need for asphalt resurfacing; and

WHEREAS, the COUNTY issued a Request for Proposals ("RFP") Number 10-008-13, 2009-2010 Asphalt Resurfacing Program and CONSULTANT responded to said RFP by the required deadline of September 14, 2009; and

WHEREAS, the CONSULTANT has the knowledge and expertise to provide such products and services; and

WHEREAS, the COUNTY awarded the contract to CONSULTANT on or about September 28, 2009; and

WHEREAS, the parties are desirous of entering into a new contract setting forth the terms and conditions under which the CONSULTANT will provide said services.

NOW THEREFORE, for and in consideration of mutual promises and covenants herein contained, the parties hereto agree as follows:

I. SCOPE OF WORK

1. The CONSULTANT shall provide the services as outlined within the County's Number 10-008-13, 2009-2010 Asphalt Resurfacing Program and CONSULTANT'S response thereto which are attached hereto as Exhibits "A" and "B" respectively and incorporated herein by reference as if stated verbatim (the "Services"). In the event of a discrepancy or conflict between the terms of this Contract, the Request for Proposal (Exhibit A), and/or the Response to the Proposal (Exhibit B), the terms of this Contract shall control followed by the Request for Proposal (Exhibit A) and, lastly, the Response to the Proposal (Exhibit B).

II. TERM AND COMPENSATION

1. The term of this Contract (the "Term") will commence upon execution of this Contract and continue through June 30, 2010.
2. The COUNTY agrees to compensate the CONSULTANT for the provision of the Services an amount not to exceed \$1,814,582.50 ("the fee") during the course of this Contract. In any event, the sum total of the total for the services provided by

consultant shall not to exceed \$1,814,582.50 during any term of this Contract which shall include all reimbursable expenses. It is the duty of the CONSULTANT to monitor such fees, costs, and expenses to ensure the CONSULTANT does not exceed this total dollar amount. The COUNTY expressly reserves the right to deny payment of any amount billed in excess of \$1,814,582.50.

3. The CONSULTANT shall submit invoices to the COUNTY on a monthly basis. Invoices shall be submitted in duplicate to the address set forth in the NOTICE section of this Contract to the attention of Mr. Charles Wood. The COUNTY shall pay such invoices within forty five (45) days of its receipt and approval of said invoices. The COUNTY is not obligated to pay, and will withhold from payment, any amounts the COUNTY has in dispute with the CONSULTANT based on CONSULTANT'S non-performance or negligent performance of any of the Services under this Contract. In the event any invoice contains errors, the CONSULTANT shall correct same and resubmit the invoice to the COUNTY. The COUNTY will have forty five (45) days from the date of the receipt of the corrected invoice to remit payment for same.
4. The contractor shall give a Performance Bond and Labor and Material Bond in addition to the required insurance set forth below. The Performance Bond and Labor and Material Bond shall each be equal to 100% of the amount of the amount of the Contract, with surety to be approved by the COUNTY, conditioned upon the full and faithful performance of all the terms and conditions of the Contract with special reference to paying in full in lawful money of the United States, all just and valid claims for material and labor entered into for the said work covered by this Contract. That further, this Contract shall not take effect until these Bonds have been executed and approved by the County.

III. GENERAL CONDITIONS

The parties further agree as follows:

1. CONTROL

All Services by the CONSULTANT will be performed in a manner satisfactory to the COUNTY, and in accordance with the generally accepted business practices and procedures of the COUNTY.

2. CONSULTANT'S PERSONNEL

The CONSULTANT certifies that it presently has adequate qualified personnel to perform all Services required under this Contract. All work performed during the Term of this Contract will be supervised by the CONSULTANT. The

CONSULTANT further certifies that all of its employees assigned to serve the COUNTY have such knowledge and experience as required to perform the duties assigned to them. Any employee of the CONSULTANT who, in the opinion of the COUNTY, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with the Services under this Contract.

3. INDEPENDENT STATUS

- a. Nothing in this Contract shall be deemed to represent that the CONSULTANT, or any of the CONSULTANT's employees or agents, are the agents, representatives, or employees of the COUNTY. The CONSULTANT will be an independent CONSULTANT over the details and means for performing the Services under this Contract. Anything in this Contract which may appear to give the COUNTY the right to direct the CONSULTANT as to the details of the performance of the Services under this Contract or to exercise a measure of control over the CONSULTANT is solely for purposes of compliance with local, state and federal regulations and means that the CONSULTANT will follow the desires of the COUNTY only as to the intended results of the scope of this Contract.
- b. It is further expressly agreed and understood by CONSULTANT that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the COUNTY; that CONSULTANT has been retained by the COUNTY to perform the Services specified herein (not hired) and that the remuneration specified herein is considered fees for the Services performed (not wages) and that invoices submitted to the COUNTY by CONSULTANT for the Services performed shall be on the CONSULTANT's letterhead.

4. REPORTS

CONSULTANT shall prepare and submit quarterly reports of its activities, funded under this Contract, to the originating department and the Contract Administration Department of the COUNTY. The reports shall include an itemization of the use of COUNTY's funds, pertinent information pursuant to the applicable Living Wage Ordinance, and shall be inclusive of specific Services delivered. Any such reports provided to the COUNTY shall be prepared with the understanding that the COUNTY may make such reports available to the public. The quarterly reports and all books of account and financial records that are specific to the work performed in accordance with this Contract may be subject to audit by the Director of the Division of Administration and Finance of the COUNTY. The COUNTY shall have the right to withhold future disbursement of funds under this Contract and any future Contracts until this provision has been met.

5. TERMINATION OR ABANDONMENT

- a. It shall be cause for the immediate termination of this Contract if, after its execution, the COUNTY determines that:
 - i) Either the CONSULTANT or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has pled nolo contendere, or has pled or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting; or
 - ii) CONSULTANT has subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Contract without the COUNTY's consent or approval; or
 - iii) CONSULTANT has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer has been appointed to take charge of all or part of CONSULTANT assets.
- b. The COUNTY may terminate the Contract upon five (5) days written notice by the COUNTY or its authorized agent to the CONSULTANT for CONSULTANT's failure to provide the Services specified under this Contract.
- c. This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination (the "Termination Date"). In the event of such termination, the CONSULTANT shall be paid for all Services rendered prior to the Termination Date, provided the CONSULTANT shall have delivered to COUNTY such statements, accounts, reports and other materials as required under this Contract; however, CONSULTANT shall not be compensated for any anticipatory profits that have not been earned as of the date of the Termination Date. All Services completed by CONSULTANT prior to the Termination Date shall be documented and tangible work documents shall be transferred to and become the sole property of the COUNTY prior to payment for the Services rendered.
- d. Notwithstanding the above or any section herein to the contrary, CONSULTANT shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by CONSULTANT and the COUNTY may withhold any

payments to CONSULTANT for the purpose of setoff until such time as the exact amount of damages due the COUNTY from CONSULTANT is determined.

- e. The COUNTY has the option to cancel the Agreement and/or any Renewals if the County is put on notice of legal problems with CONSULTANT or any of its principals, partners, corporate officers, or agents, involving allegations of dishonesty, improper business conduct, or criminal activity. Cancellation under this provision shall be immediate and effective upon notice. The COUNTY reserves the right to exercise this provision at its discretion and any decision rendered by the COUNTY under this provision constitutes a final determination of the matter the public welfare requiring it.

6. COMPENSATION FOR CORRECTIONS

No compensation shall be due or payable to CONSULTANT pursuant to this Contract for any CONSULTANT's Services performed by the CONSULTANT in connection with effecting of corrections to the design of the Services, when such corrections are required as a direct result of negligence by the CONSULTANT to properly fulfill any of his obligations as set forth in this Contract.

7. SUBCONTRACTING, ASSIGNMENT OR TRANSFER

- a. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the CONSULTANT from performance of the Services under this Contract. The COUNTY shall not be responsible for the fulfillment of the CONSULTANT's obligations to its transferors or subcontractors.
- b. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the subcontract, assignment, delegation or transfer.

8. CONFLICT OF INTEREST

The CONSULTANT covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of the Services. The CONSULTANT warrants that no part of the total Contract Fee shall be paid directly or indirectly to any officer or employee of the COUNTY as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the CONSULTANT in connection with any work contemplated or performed relative

to this Contract.

9. CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the COUNTY will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

10. EMPLOYMENT OF COUNTY WORKERS

The CONSULTANT will not engage, on a full, part-time, or any other basis during the Term of the Contract, any professional or technical personnel who are or have been at any time during the Term of the Contract in the employ of the COUNTY.

11. ACCESS TO RECORDS

During all phases of the work and Services to be provided hereunder, CONSULTANT agrees to permit duly authorized agents and employees of the COUNTY to enter CONSULTANT's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The CONSULTANT will maintain all books, documents, papers, accounting records, and other evidence pertaining to the Fee paid under this Contract and make such materials available at their offices at all reasonable times during the Term of this Contract and for three (3) years from the date of payment under this Contract for inspection by the COUNTY or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof. Copies of said records shall be furnished to the COUNTY upon request.

12. ARBITRATION

Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the CONSULTANT and the COUNTY will be referred to the Shelby County Contract Administrator or its duly authorized representative, whose decision regarding same will be final.

13. RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

- a. CONSULTANT shall indemnify, defend, save and hold harmless the COUNTY, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the Services hereunder, whether performed by the CONSULTANT its subcontractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.
- b. CONSULTANT expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the CONSULTANT shall in no way limit the responsibility to indemnify, defend, save and hold harmless the COUNTY or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.
- c. The COUNTY has no obligation to provide legal counsel or defense to CONSULTANT or its subcontractors in the event that a suit, claim or action of any character is brought by any person not a party to this agreement against CONSULTANT as a result of or relating to performance of the Services under this Contract.
- d. Except as expressly provided herein, the COUNTY has no obligation for the payment of any judgment or the settlement of any claims against CONSULTANT as a result of or relating to performance of the Services under this Contract.
- e. CONSULTANT shall immediately notify the COUNTY of any claim or suit made or filed against CONSULTANT or its subcontractors regarding any matter resulting from or relating to CONSULTANT's performance of the Services under this Contract and will cooperate, assist and consult with the COUNTY in the defense or investigation thereof.

14. GENERAL COMPLIANCE WITH LAWS

- a. The CONSULTANT certifies that it is qualified or will take steps necessary to qualify to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of the Services under this Contract.

- b. The CONSULTANT is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the performance of the Services. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, and the Americans with Disabilities Act (ADA).
- c. This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Contract, the CONSULTANT agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

15. NON-DISCRIMINATION

The CONSULTANT hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the CONSULTANT on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. The CONSULTANT shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

16. ENTIRE AGREEMENT

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, whether oral or written.

17. AMENDMENT

This Contract may be modified or amended only by written instrument signed by both parties.

18. SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this

Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a legal, valid and enforceable provision as similar in terms to such unlawful, invalid or unenforceable provision as possible.

19. NO WAIVER OF CONTRACTUAL RIGHT

No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

20. MATTERS TO BE DISREGARDED

The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.

21. SUBJECT TO FUNDING

This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the Term hereof, then this Contract will be terminated. In the event of such termination, the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date.

22. TRAVEL EXPENSES

All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the County.

23. NON-LIABILITY FOR CONSULTANT EMPLOYEE TAXES

Neither CONSULTANT nor its personnel are COUNTY's employees, and COUNTY shall not take any action or provide CONSULTANT's personnel with any benefits and shall have no liability for the following:

- a. Withholding FICA (Social Security) from CONSULTANT's payments;
- b. Making state or federal unemployment insurance contributions on behalf of CONSULTANT or its personnel;
- c. Withholding state and federal income tax from payment to CONSULTANT;
- d. Making disability insurance contributions on behalf of CONSULTANT;
- e. Obtaining workers' compensation insurance on behalf of CONSULTANT or CONSULTANT's personnel.

24. INCORPORATION OF OTHER DOCUMENTS

- a. CONSULTANT shall provide Services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals/Bids as well as the Response of CONSULTANT thereto, all of which are maintained on file within the Shelby County Purchasing Department and incorporated herein by reference.
- b. It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

25. CONTRACTING WITH LOCALLY OWNED SMALL BUSINESSES

The CONSULTANT shall take affirmative action to assure that Locally Owned Small Businesses that have been certified by the COUNTY are utilized when possible as sources of supplies and equipment, construction and services.

26. LIVING WAGE ORDINANCE AND PREVAILING WAGE ORDINANCE

Living Wage - In accordance with Ordinance Number 328, commonly referred to as the Living Wage Ordinance, all persons/entities engaged in service contracts with the County, including but not limited to both prime and subcontractors, shall pay a Living Wage to employees for all work performed on said service contract,

as defined in the Living Wage Ordinance. Proof of such compensation must be evidenced as required in the Living Wage Ordinance.

Prevailing Wage – Any firm, individual, partnership or corporation awarded a contract by the COUNTY for the construction of, improvement, enlargement, alteration or replacement of a public work or project in excess of \$500,000 and any subcontractors of such public work or project in excess of \$100,000 (“Recipient”) shall be required to pay local prevailing wages and benefits for laborers, mechanics, or other listed classifications as defined by the Tennessee Department of Labor. The prevailing wage rate shall be the most current State of Tennessee prevailing wage established by the Tennessee Department of Labor For Region 1 (Shelby County). The benefit rates shall be the most current rates described in the published schedule by the Memphis and West Tennessee Building and Construction Trades Council, except as otherwise provided in the Shelby County Code of Ordinances. The applicable rate shall be determined at the time that the project is awarded. In instances where Prevailing wage applies, Prevailing Wage will override the Living Wage requirement.

27. RIGHT TO REQUEST REMOVAL OF CONSULTANT’S EMPLOYEES

The COUNTY may interview the personnel CONSULTANT assigns to COUNTY’s work. COUNTY shall have the right, at any time, to request removal of any employee(s) of CONSULTANT, whom COUNTY deems to be unsatisfactory for any reason. Upon such request, CONSULTANT shall use all reasonable efforts to promptly replace such employee(s) with substitute employee(s) having appropriate skills and training.

28. INCORPORATION OF WHEREAS CLAUSES

The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

29. DISCLOSURE OF REPORTS, DATA OR OTHER INFORMATION

Notwithstanding anything to the contrary contained herein or within any other document supplied to COUNTY by CONSULTANT, CONSULTANT understands and acknowledges that COUNTY is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to COUNTY by CONSULTANT due to Services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

30. ORGANIZATION STATUS AND AUTHORITY

- a. CONSULTANT represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly

existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

- b. The execution, delivery and performance of this Contract by the CONSULTANT has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of CONSULTANT, any provision of any indenture, agreement or other instrument to which CONSULTANT is a party, or by which CONSULTANT's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

31. INDEMNIFICATION AND INSURANCE REQUIREMENTS

- a. The CONSULTANT shall purchase and maintain, in a company or companies licensed to do business in the State of Tennessee, such insurance as will protect the COUNTY from claims which may arise out of or result from the CONSULTANT'S operations under the Contract, whether such operations are performed by himself or by any subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts the CONSULTANT or subcontractor may be liable.
- b. The CONSULTANT will provide evidence of the following insurance coverage:

The Consultant/provider shall maintain coverage with limits of no less than:

- 1) *Commercial General Liability Insurance* \$1,000,000.00 limit per occurrence bodily injury and property damage/\$1,000,000.00 personal and advertising injury/\$2,000,000.00 General Aggregate/\$2,000,000.00 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees and employees shall be named as additional insureds. The consultant/provider should indicate in its bid whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:
 - a) Premises/Operations
 - b) Explosion, Collapse, & Underground coverage, if applicable

- c) Products/Completed Operations
 - d) Contractual
 - e) Independent Contractors
 - f) Broad Form Property Damage
 - g) Personal Injury
- 2) *Business Automobile Liability Insurance* - \$1,000,000 each accident for property damage and personal injury. Coverage is to be provided on all:
- a) Owned/Leased Autos
 - b) Non-owned Autos
 - c) Hired Autos
- 3) *Workers Compensation and Employers' Liability Insurance* - Workers Compensation statutory limits as required by Tennessee. This policy should include Employers' Liability Coverage for \$1,000,000 per accident.
- 4) *Professional Liability Insurance* - \$1,000,000 per claim/\$3,000,000 annual aggregate. Indicate if coverage is on occurrence basis or claims-made.
- 5) *Builders Risk Insurance or Installation Floater* (as applicable) – All risk coverage in the amount of the structure/equipment which is to be built or installed.
- c. All policies will provide for thirty (30) days written notice to COUNTY of cancellation or material change in coverage provided.
- d. CONSULTANT shall provide County with a current copy of the Certificate of Insurance at the time of contracting and shall maintain said insurance during the entire Contract period as well as provide renewal copies on each anniversary date. The certificate holder is to read:

Shelby County Government
Purchasing Department
160 N. Main, Suite 550
Memphis, TN 38103

- e. Upon termination or cancellation of insurance currently in effect under this Contract, the CONSULTANT shall purchase an extended reporting endorsement and furnish evidence of same to the County.

32. NOTICE

Any notices required or permitted to be given under the provisions of this Contract shall be effective only if in writing and delivered either in person to the COUNTY's authorized agent or by First Class or U.S. Mail to the addresses set forth below, or to such other person or address as either party may designate in writing and deliver as herein provided:

COUNTY: Shelby County Government
Roads and Bridges
6449 Haley Road
Memphis, Tennessee 38103
Attn.: Mr. Charles Wood

and

Shelby County Government
Contract Administration
160 N. Main St., Suite 550
Memphis, Tennessee 38103

VENDOR: Mr. Clifton S. Hunt
Standard Construction Company, Inc.
7434 Raleigh Lagrange
Cordova, TN 38018

33. HIPAA

CONSULTANT warrants to the COUNTY and State that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract. CONSULTANT warrants that it will cooperate with the COUNTY and State in the course of performance of the Contract so that all parties will be in compliance with HIPAA, including cooperation and coordination with COUNTY and State privacy officials and other compliance officers required by HIPAA and its regulations. CONSULTANT will sign any documents that are reasonably necessary to keep the State and the COUNTY in compliance with HIPAA, including, but not limited to, business associate agreements.

34. ORDER OF APPLICATION OF CONTRACT AND SUPPORTING EXHIBITS

In the event of a discrepancy or conflict between the terms of this Contract, the Request for Proposal (Exhibit A), and/or the Response to the Proposal (Exhibit B), the terms of this Contract shall control followed by the Request for Proposal (Exhibit A) and, lastly, the Response to the Proposal (Exhibit B).

IN WITNESS WHEREOF, the parties hereto have set their signatures for the purposes contained herein, on the day and date first above written.

**APPROVED AS TO FORM
AND LEGALITY:**

SHELBY COUNTY GOVERNMENT

Contract Administrator/
Assistant County Attorney

A C Wharton, Jr., Mayor

VENDOR

BY: _____

TITLE: _____

CORPORATE ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of the _____, the within named bargainer, a corporation, and that he as such _____, executed the foregoing instrument for the purpose herein contained, by signing the name of the corporation by himself/herself as _____.

Witness my hand and official seal at office this _____ day of _____, 2009.

Notary Public

CONTRACT BOND (Corporation)

KNOW ALL MEN BY THESE PRESENTS, That we Standard Construction Co., Inc., a corporation organized under the laws of the State of Tennessee and licensed to do business in the State of Tennessee, as Principal, and Travelers Casualty and Surety Company of America, a corporation organized and existing under the laws of the State of Connecticut with authority to do business in the State of Tennessee, as Surety, are held and firmly bound unto THE COUNTY OF SHELBY, TENNESSEE, in the penal sum of One Million Eight Hundred Fourteen Thousand Five Hundred Eighty Two Dollars and Fifty Cents (\$1,814,582.50), lawful money of the United States, well and truly to be paid unto said SHELBY COUNTY, TENNESSEE, for the payment of which we bind ourselves, our successors and assigns, jointly, severally, and firmly by the presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the said Principal has entered into a written contract with THE COUNTY OF SHELBY, TENNESSEE, for the construction of the work designated as 2009-2010 ASPHALT RESURFACING PROGRAM, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purposes of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall insure to the benefit of any person, firm, company or corporation, to whom any money may be due from the Principal, sub-contractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm company or corporation, for the recovery of any such money ON OR BEFORE THE EXPIRATION OF ANY GUARANTEE PERIOD AND/OR THE REQUIRED ADVERTISEMENT PERIOD.

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due to any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted and shall hold THE COUNTY OF SHELBY, TENNESSEE, harmless, its officials, agents, and employees in account of any such damages, and shall in all respects full and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

Approved this _____ day of _____,
A.D., 2009

STANDARD CONSTRUCTION COMPANY, Inc.

Corporate

Name: [Signature]
President

Attest:

[Signature]
Secretary
Travelers Casualty and Surety
SURETY Company of America (Seal)

BY: [Signature] (Seal)
Attorney in Fact

BY: Richard L. Powell (Seal)
Attorney in Fact

IN WITNESS WHEREOF, We have
duly executed the foregoing
obligation this _____ day
of _____ AD, 2009.

FOR SHELBY COUNTY GOVERNMENT:

Mayor of Shelby County, TN

Director of Public Works

APPROVED AS TO FORM:

County Attorney

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/17/2009

PRODUCER (901)853-9140 FAX (901)853-9943
Harris Madden & Powell, Inc.
1770 Kirby Parkway
Suite 320
Memphis, TN 38138

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED STANDARD CONSTRUCTION COMPANY INC
PO BOX 38289
GERMANTOWN, TN 38183-0289

INSURER A: Amerisure Insurance Co-AM Best Rating A

INSURER B: Interstate Fire & Casualty-AM Best Rating A

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	CPP2026239	01/01/2009	01/01/2010	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
		<input checked="" type="checkbox"/> Contractual Liab				PERSONAL & ADV INJURY \$ 1,000,000
		<input checked="" type="checkbox"/> XCU coverage				GENERAL AGGREGATE \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,000
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
A		AUTOMOBILE LIABILITY	CA2026238	01/01/2009	01/01/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
						AGG \$
A		EXCESS/UMBRELLA LIABILITY	CU2026237	01/01/2009	01/01/2010	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 1,000,000
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
						\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC201907306	04/01/2009	04/01/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500,000
		OTHER STATES ENDORSEMENT				E.L. DISEASE - POLICY LIMIT \$ 500,000
B		OTHER EXCESS LIABILITY UMBRELLA	HFX00079989794	01/01/2009	01/01/2010	Each Occurrence \$8,000,000 Aggregate \$8,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
PROJECT: 2009-2010 ASPHALT RESURFACING PROGRAM
RFP 10-008-13

CERTIFICATE HOLDER

SHELBY COUNTY GOVERNMENT
6449 HALEY RD BLDG #11
MEMPHIS, TN 38134

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Joseph Madden III/HUNTT

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of September, 2009.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.